



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPL; OPB; O

### **Introduction**

This teleconference was scheduled to hear the Landlord's Application for Dispute Resolution seeking an Order of Possession and "other" orders.

The Hearing was attended by both parties, who gave affirmed testimony.

### **Preliminary Matters**

The Landlord seeks to end the tenancy based on a Two Month Notice to End Tenancy for Landlord's Use. However, the Landlord has not issued a Notice to End Tenancy for Landlord's Use. The Notice to End Tenancy that was provided in evidence is a One Month Notice to End Tenancy for Cause. The Notice to End Tenancy for Cause was issued and served after the date that the Landlord filed his Application for Dispute Resolution.

The Tenant indicated that she wants to move out of the rental unit, but that she hopes to come to an agreement with the Landlord with respect to unpaid rent. The Tenant stated that she has been without amenities for nine months that were part of the tenancy agreement and therefore she seeks rent abatement. In addition, the Tenant stated that she was injured at the rental property and that she also seeks compensation for her injuries. The Tenant has not filed an application for compensation.

### **Settlement**

During the course of the Hearing, the parties came to a mutual agreement with respect to the end of the tenancy and other issues. I hereby record the terms of their settlement agreement, pursuant to the provisions of Section 63 of the Act:

1. The parties reached a mutual agreement that the tenancy will end at 12:00 noon on January 1, 2014.
2. The Tenant will pay the sum of \$200.00 to the Landlord immediately.

3. In consideration for this mutual settlement the parties agree that no further claims will be made by the Landlord for unpaid rent, or by the Tenant for compensation arising from loss of amenities or personal injury.

### **Conclusion**

In support of this settlement, I grant the Landlord an Order of Possession effective **12:00 noon, January 1, 2014**, which may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I also provide the Landlord with a Monetary Order in the amount of **\$200.00**. This Order may be filed in Small Claims Court and enforced as an Order of that Court.

The security deposit must be administered in accordance with the provisions of the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 29, 2013

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Residential Tenancy Branch

